IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 9415 OF 2007

M/s.Shreeji Realtors and
Developers ...Petitioners

Versus

Mr.Navin Manilal Kankunwala
and Ors. ....Respondents

P.S.Dani, Adv. for the petitioners.

CORAM: S.C.DHARMADHIKARI, J.

20th December, 2007.

P.C. :

1. In R.A.E. no.405/829 of 2007, out of several defendants to this suit, the plaintiff has settled the claim with some of them. These defendants are agreeable to the terms that are drawn up and tendered before the court. They are not raising any objection,

insofar as the authority of the person to represent the plaintiff firm is concerned. Similarly, the plaintiff petitioner being a firm, none of the partners have taken a stand that they do not abide by the clauses in the consent terms. Therefore, even if by way of abundant caution the Trial Judge desires that the consent terms be signed by all partners of the plaintiff firm, even then, he can insist upon the terms being signed by the partners individually or they executing such documents as are permissible in law authorising one of the partners to sign the same. If there is already a Power of Attorney on record, then the Learned Judge to proceed in accordance with law and pass appropriate orders in terms of the consent terms as expeditiously as possible and within a period of four weeks from today. Petition disposed off. As against the remaining defendants, the Learned Judge to expedite the hearing of the suit.

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